

STATE OF MICHIGAN
COURT OF APPEALS

LISA RANGLES,

Plaintiff-Appellant,

v

DETROIT INTERNATIONAL BRIDGE
COMPANY,

Defendant-Appellee.

UNPUBLISHED

June 13, 2006

No. 259641

Wayne Circuit Court

LC No. 03-317759-CZ

Before: Smolenski, P.J., and Hoekstra and Murray, JJ.

PER CURIAM.

Plaintiff appeals as of right an order granting summary disposition to defendant in this action alleging wrongful termination in violation of public policy. We affirm.

Plaintiff was employed by defendant as a toll collector at the international bridge between Detroit and Windsor. After defendant allegedly discovered that plaintiff mishandled the “scratch and win” coupons she was assigned to distribute in violation of company policy, defendant terminated plaintiff’s employment. After her termination, plaintiff sued defendant for wrongful termination. She alleged that defendant actually fired her because she agreed to testify on behalf of a coworker who had filed a worker’s compensation claim. After defendant moved for summary disposition pursuant to MCR 2.116(C)(10), the trial court determined that plaintiff must have been aware of defendant’s policy and noted that she failed to present an affidavit from the coworker on whose behalf she allegedly was going to testify. For these reasons, the trial court concluded that there was no public policy violation and granted defendant’s motion for summary disposition.

This Court reviews de novo the grant or denial of a motion for summary disposition. *Kreiner v Fischer*, 471 Mich 109, 129; 683 NW2d 611 (2004). A motion under MCR 2.116(C)(10) tests the factual support for a plaintiff’s claim. *McClements v Ford Motor Co*, 473 Mich 373, 380; 702 NW2d 166 (2005). Summary disposition is only permitted if the evidence, viewed in the light most favorable to the plaintiff, fails to establish a claim as a matter of law. *Id.*

Under Michigan law, in the absence of a contractual basis to the contrary, either party to an employment contract for an indefinite term may terminate it at any time for any reason. *Suchodolski v Mich Consolidated Gas Co*, 412 Mich 692, 694-695; 316 NW2d 710 (1982).

“However, an exception has been recognized to that rule, based on the principle that some grounds for discharging an employee are so contrary to public policy as to be actionable.” *Id.* at 695. Courts have recognized that there is an implied prohibition on “retaliatory discharges when the reason for the discharge was the employee’s exercise of a right conferred by a well-established legislative enactment.” *Id.* at 696.

On appeal, plaintiff contends that she was discharged for exercising her right to testify on behalf of a coworker and, therefore, that her discharge was in clear violation of a public policy. However, even assuming that it would be a violation of public policy to discharge an employee for agreeing to testify, plaintiff has failed to establish a causal connection between her discharge and the allegedly protected activity. Plaintiff testified at her deposition that some coworkers made comments about her alleged agreement to testify. She also testified that one of her supervisors stated that he heard that she was going to testify and told her “you got to watch yourself around here because you know how they are, okay?”¹ Even taking this testimony in the light most favorable to plaintiff, these statements are insufficient to establish a causal connection between plaintiff’s discharge and her alleged agreement to testify on behalf of the former employee. Consequently, defendant was entitled to summary disposition. Furthermore, even if we were to conclude that the trial court’s stated reasons for granting summary disposition were erroneous, “[t]his Court will uphold a trial court’s ruling on appeal when the right result issued, albeit for the wrong reason.” *Michigan Citizens for Water Conservation v Nestlé Waters North America, Inc.*, 269 Mich App 25, 82; 709 NW2d 174 (2005).

Affirmed.

/s/ Michael R. Smolenski
/s/ Joel P. Hoekstra
/s/ Christopher M. Murray

¹ In contrast to this testimony, both David Jolly and Dannie Stamper, who were the managers who actually discharged plaintiff, testified at their depositions that they were unaware that plaintiff had agreed to testify on behalf of another employee.